IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

C.W.P. No. 18278 of 2006 (O.&M.)
Date of Decision: 12.10.2007

M/S A.B.Industries, Barnal.

..... Petitioner through Shri Chetan Mittal, Advocate.

Versus

State of Haryana and others.

..... Respondent nos. through Shri Randhir Singh, Addl.Advocate General, Haryana.
Respondent nos. 3 and 4 through Shri D.S.Sharma, Advocate.

CORAM: HON'BLE MR. JUSTICE VIJENDER JAIN, CHIEF JUSTICE
HON'BLE MR.JUSTICE MAHESH GROVER

....

1. Whether Reporters of Local Newspapers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

....

VIJENDER JAIN, CHIEF JUSTICE

The petitioner has filed this petition for issuance of a writ in the nature of certiorari for quashing the action of the official respondents to allot the contract of lifting of the damaged wheat contrary to the terms and conditions of the tender notice and by considering the bid of ineligible persons.

The petitioner has averred that when the tenders were floated, it made a bid for the entire stock of wheat` and quoted its rates accordingly,

but the contract was awarded for different lots and majority of lots were allotted to respondent nos. 3 and 4, who had bid separately for selective lots and did not make any attempt to bid for the entire stock as it had done, which was contrary to the terms and conditions of the tender notice. The petitioner has further averred that the official respondents cannot compel it to lift the allotted quantity on the quoted rates because the fact that those rates were for the entire stock. According to the petitioner, it had quoted the average price by taking into consideration the quantity of the entire lots, but the majority of stock was allotted to respondent nos. 3 and 4 and, therefore, the official respondents are precluded from forcing it to lift the stock of remaining four lots at the price quoted because the worst lots had been left for it and it cannot be forced to work at disadvantageous rates simply because it had quoted rates by having legitimate expectation that the entire stock would be allotted to it which would have included various categories and quantity of wheat.

In the counter-affidavit filed on behalf of respondent nos. 1 and 2, it has been stated that there was absolutely no violation of the terms and conditions of the tender notice in awarding the contract as it was clearly mentioned therein that the tenderer may quote rates for one or more lots of the stock of wheat which were lying in damaged condition in various godowns in the State. It has further been contended that the parties were given opportunity to inspect the lots before quoting their rates. Out of nineteen lots, eighteen lots were of Feed-III category and the remaining one was of Feed-II category. The tenderers were free to quote for any or more lots and even for the entire lots. The evaluation was done in a fair

manner and once the petitioner could not succeed in getting the contract for lifting more quantity of wheat, it could not thereafter turn around to say that it cannot lift the allotted quantity of wheat merely because some one else has been allotted more stock.

We have heard the learned counsel for the parties and have perused the record.

The petitioner has not been able to show any thing which could tarnish the decision-making process of the official respondents. Clearly, the damaged wheat all over the State of Haryana was the subject-matter of tenders floated by respondent nos. 1 and 2 in which the contending parties were free to inspect the lots or categories and even had the option to bid for the entire lots if they so desired, but bidding for the entire lot would not entitle any body to make a claim that he was at a disadvantageous position because the majority of the lots had been allotted to some one else. The petitioner had entered the tender process with open eyes and cannot back track to say that it is now at a disadvantageous position.

In this view of the matter, we do not find any infirmity in the action of the respondents. The petitioner itself has unnecessarily held up the execution of the works and, therefore, respondent nos. 1 and 2 would be at liberty to proceed in accordance with the terms of the contract.

The writ petition is, accordingly, dismissed.

**( Vijender Jain )**
**Chief Justice**

**October 12,2007**
**"SCM"**

**( Mahesh Grover )**
**Judge**